

Exhibit A

(Proposed Third Amended Order)

12 *Attorneys for the Debtors and
13 Debtors in Possession*

14 **UNITED STATES BANKRUPTCY COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SANTA ROSA DIVISION**

17 In re:

18 Lead Case No. 24-10545 (CN)
19 (Jointly Administered) Chapter 11

20 LEFEVER MATTSON, a California
21 corporation, *et al.*¹

22 Debtors.
23
24 **[PROPOSED] THIRD AMENDED
25 ORDER AUTHORIZING
26 EMPLOYMENT OF MARCUS &
27 MILLICHAP AS REAL ESTATE
28 BROKER**

29 [No Hearing Requested]

30 In re

31 KS MATTSON PARTNERS, LP,

32 Debtor.

33
34 ¹ The last four digits of LeFever Mattson's tax identification number are 7537. The last four
35 digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's
36 address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The
37 address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus
38 Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete
39 list of the Debtors and the last four digits of their federal tax identification numbers is not provided
40 herein. A complete list of such information may be obtained on the website of the Debtors' claims
41 and noticing agent at <https://veritaglobal.net/LM>.

Upon the application dated as of May 1, 2025 (the “Application”)¹ of the above-captioned LeFever Mattson debtors and debtors in possession (collectively, the “Debtors”) in these Chapter 11 Cases for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), amending the *Order Authorizing Employment of Marcus & Millichap as Real Estate Broker* [Dkt. No. 846] (the “Original Employment Order”) authorizing Marcus & Millichap’s employment as the real estate broker for the Debtors in these Chapter 11 Cases; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice of the Application as provided to the parties listed therein is reasonable and sufficient under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Application, the Original Employment Application and the Original Employment Order, and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that Marcus & Millichap neither holds nor represents any interest adverse to the Debtors’ estates; and it appearing that Marcus & Millichap is “disinterested,” as that term is defined in Bankruptcy Code section 101(14); and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, their equity holders, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.

¹ Capitalized terms not otherwise herein defined shall have the meanings given to such terms in the Application.

2. The terms of the Original Employment Order, the Amended Employment Order and the Second Amended Employment Order shall remain in full force and effect as amended as set forth herein.

3. In accordance with section 327(a) of the Bankruptcy Code, the Debtors are authorized to expand the scope of their employment of Marcus & Millichap as real estate broker on the terms set forth in the Third Amended Listing Agreement attached hereto as Exhibit 1.

4. The Properties listed on the Revised Schedule A shall include those attached to the Original Listing Agreement plus the Samo Property.

5. The term of the Original Listing Agreement shall be extended for 180 days until January 26, 2025.

6. Dual representation of the Debtors/chapter 11 estates and buyers by the Assigned Agents shall be prohibited.

7. This Court shall retain jurisdiction with respect to all matters arising or related to the interpretation or implementation of this Order or the Third Amended Listing Agreement.

** END OF ORDER **

Exhibit 1

(Third Amended Listing Agreement)

KELLER BENVENUTTI KIM LLP
01 MONTGOMERY STREET, SUITE 1950
SAN FRANCISCO, CALIFORNIA 94104

Marcus & Millichap

VIA E-MAIL

LeFever Mattson
c/o Development Specialists, Inc.
333 S. Grand Avenue, Suite 4100
Los Angeles, CA 90071-1544
Attn: Bradley D. Sharp
Email: bsharp@dsiconsulting.com

February 5, 2025

RE: California Portfolio – Broker Listing Agreement

Dear Bradley,

The following shall serve to set forth the agreement (the “**Agreement**”) by and between the owners set forth on **Schedule A** attached hereto (each, an “**Owner**”, and collectively, “**Owners**”), and Marcus & Millichap Real Estate Investment Services, Inc., a California corporation (“**Broker**”) regarding the exclusive listing for Sale (defined below) of the properties referenced on the property and ownership schedule attached hereto as **Schedule A** (each, a “**Property**” and collectively, the “**Properties**”), which are owned by Owners. Owners are debtors in proceedings under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Court for the Northern District of California (the “**Bankruptcy Court**”), which is being administered as In re: LEFEVER MATTSON, a California corporation, *et al.*, Chapter 11, Lead Case No. 24-10545 (CN) (the “**Chapter 11 Cases**”). Nothing in this Agreement shall modify or otherwise impact the rights, obligations, protections, or remedies that Owners are entitled to under the Bankruptcy Code and the Chapter 11 Cases.

In the event one or more of the Properties is sold during the Term (as defined below) in accordance with the terms and conditions set forth herein (a “**Sale**”), a sales commission with respect to any Property that is sold pursuant to such Sale shall be paid in cash at closing to Broker with respect to such qualifying Sale (a “**Closing**”). The commission shall be earned by Broker only upon a closing of a Sale (as evidenced by recordation of deed transferring title to the Property to the purchaser) as provided for hereunder and no further sum shall be due and owing to Broker on account of any such Sale. No sums shall be due and owing to Broker with respect to a Property in the event a Sale of that Property does not take place. No commission is deemed earned and payable in the event any Property or any part thereof is taken by a municipal or other authority in a condemnation or other proceeding or by deed in lieu thereof, or if any Property is transferred to any lender of the Property. Broker shall not be entitled to any commission or portion of retained earnest money in the event a Sale is not consummated. No Owner shall have any obligation to initiate legal proceedings against any prospective purchaser who defaults under the terms of a binding contract of Sale, for damages or specific performance, nor shall any part of any earnest money forfeited to any Owner in the event of such default be paid to Broker.

In the event of a Closing of a Sale of one or more of the Properties, Broker's commission for its services hereunder shall be determined in accordance with **Schedule B**. The phrase “gross sales price”, as used herein, shall mean and include any and all consideration received or receivable in whatever form, including but not limited to the assumption or release of existing liabilities relating to the Property or Properties involved in the Sale. In the event multiple Properties are sold by Owner(s) in a single transaction to one Purchaser, then the gross sales price shall be the cumulative price paid for all the Properties sold in such single Sale transaction. Broker hereby forever waives and releases, and agrees to defend, hold harmless and indemnify Owners against, any and all liens or claims or rights of lien pursuant to this Agreement under any law which may permit a leasing broker to claim a lien for its services (a “**Lien Law**”) on the Properties and Broker agrees to execute and deliver, as a condition precedent to any payment due to Broker from

Owners hereunder and if requested by Owners, any and all waivers of lien pursuant to any applicable Lien Law in connection with such payment, including a final waiver of lien as a condition precedent to the commission hereunder.

Owners shall have the right upon 10 days' prior written notice to terminate this Agreement as to one or more or all of the Properties (in Owners' sole discretion).

Any purchase and sale of the Properties may be subject to the approval of the Bankruptcy Court, and the execution of this Agreement by the parties in no way implies the approval of any transaction by the Bankruptcy Court. Notwithstanding the terms of this Agreement and for the avoidance of doubt, Owners are under no obligation to sell any of the Properties to any party. All purchasers and all terms and conditions of each Sale shall be subject to each Owner's sole and absolute discretion to approve or disapprove and may be subject to the approval of the Bankruptcy Court.

All Properties are to be broadly marketed at launch without giving a preview to Broker's clients. Broker agrees to observe all appropriate safety precautions in entering the Properties and that such entry shall be subject to the rights of any tenants occupying the Properties, including without limitation, rights of quiet enjoyment, and Broker agrees that it will not interfere with any tenants, contractors, or invitees on the Properties and will comply with the reasonable requests of the designated management personnel of the Properties.

Broker shall prepare a confidential offering memorandum for each Property which must be approved by Owners in their sole discretion prior to its use. All Property information and all materials, documents, photos, data, computer files, reports, plans and other materials prepared by Broker or its employees, agents or consultants in connection with the services to be provided hereunder are the property of Owners and are for Owners' exclusive use and re-use after the Term if a Sale should not be obtained, provided that prior to any such use by Owners, Owners shall delete any and all references to Broker that may be contained therein. Broker will keep Owners advised of its progress through periodic discussions. Broker shall provide Owners with reports, no less than weekly, in form and substance satisfactory to Owners, describing Broker's marketing efforts. Broker shall also be obligated to perform the following services: (i) the preparation of a broker price opinion for each Property; (ii) the preparation of descriptive offering materials required by Owners (all such materials will be presented to Owners on a timely basis and will be subject to Owners' prior written approval); (iii) the provision of advice and assistance in the structuring of the terms as required by Owners, and the development and recommendation of an offering strategy for each Property; (iv) the screening of inquiries from prospective purchasers and brokers representing them; and (v) the offering of the Properties to prospective purchasers (and Broker shall also ensure that prospective buyers execute a Non-Disclosure Agreement ("NDA") (a form of which will be pre-approved by Owners) prior to sharing confidential Property materials and information with prospective buyers and retaining copies of all such executed NDAs); (vi) to the extent required by Owners, the negotiation, in coordination with the representatives of Owners, of the terms and conditions of the Sale of the Properties; (vii) the provision of assistance to Owners and their counsel and the Bankruptcy Court in order to close the Sale of the Properties on a timely basis; and (viii) coordinating and conducting tours of the Properties by prospective purchasers and their agents, subject to notice and access parameters acceptable to Owners and agreed upon in advance of such tours.

Broker agrees that Broker shall (a) have a representative of Broker present during each inspection or other access to each Property by any prospective buyers or related parties, including, without limitation, consultants, and (b) maintain a record of communications between Broker and prospective buyers, and all site visits and inspections conducted by or on behalf of prospective buyers (including the name and company of each person attending each site visit, and any concerns raised, materials requested, and other

material communications during such site visits or inspections), which record shall be shared with Owners monthly or otherwise upon Owners' request.

Each Owner hereby agrees that it will not enter into any other agreements for listing of the Properties for sale that will be in effect during the Term of this Agreement.

Owners shall have no obligation to pay any sums with regard to the Sale of the Properties to any broker other than Broker in accordance with the terms and provisions of this Agreement. Broker shall be responsible for any commissions due to any other brokers pursuant to separate agreements with such brokers, and shall indemnify and hold Owners harmless against any allegations or claims by any other broker with respect to an associated commission.

Broker acknowledges and agrees that the assignment of the individual agents (the "**Assigned Agents**") to each Property as set forth on **Schedule A** to direct and perform Broker's services hereunder is and was a material consideration in Owners' decision to award Broker the listing of the Properties; accordingly, any change to the Assigned Agents shall be subject to Owners' express prior written consent. It is agreed that the Assigned Agents, to the exclusion of all other salespersons or broker associates of Broker, shall serve as the listing team for the applicable Property as set forth on **Schedule A**, and shall serve as the agents of the respective Owner to the exclusion of all other salespeople or broker associates of Broker. Owners acknowledge that Broker is a national brokerage firm and that in some cases, upon written disclosure to Owners, one or more of Broker's salespersons or broker associates (other than the applicable Assigned Agents) may represent prospective purchasers. Owners desire that the Properties be presented to such persons or entities and consents to Broker's representation of such prospective purchasers, if any; provided, however, that in no case may Broker disclose any non-public or otherwise confidential information of Owners to any other party or principal without Owners' express and specific prior written consent, and further provided that the Assigned Agents shall not act as a dual agents and represent prospective purchasers in any transaction involving the Properties without first obtaining Owners' prior written consent, which Owners may grant or withhold in their sole and absolute discretion.

Subject to Owners' termination rights as set forth above, this Agreement shall expire 180 days from the date of this Agreement (the "**Term**"). In the event that the Closing of a Sale of one or more of the Properties has not been completed prior to the expiration or termination of the Agreement, Broker may present to Owners within ten (10) days of the date of the expiration or termination hereof a list of reserved prospects for Owners' approval (a "**Prospects List**"), with which prospects Broker has had contact regarding a Sale concerning each such non-sold Property (each, a "**Non-Sold Property**"). The Prospects List shall (a) be subject to Owners' review and approval, and (b) include only those prospective purchasers who have (i) submitted offers to purchase the Non-Sold Properties and (ii) visited the Non-Sold Properties, both during the Term. In the event the Closing of a Sale of a Non-Sold Property occurs within sixty (60) days of the expiration or termination of this Agreement and the purchaser (or its successor, assign, or affiliate) of the Non-Sold Property is included on the approved Prospects List, the applicable Owner shall pay to Broker a commission as provided for in this Agreement when the Closing of the Sale occurs within such period though the Sale closed after the expiration or termination of this Agreement.

By executing this Agreement, Broker hereby represents that Broker is licensed as is required to act in the capacity provided for herein by the jurisdiction wherein the Properties are located and such licensing has not been suspended or revoked. In the event of the suspension or revocation of Broker's license referenced herein, this Agreement shall immediately terminate and be null and void and Broker shall not be entitled to any commissions or other payments with regard to any Sale of any of the Properties.

Owners agree to reasonably cooperate with Broker in bringing about a Sale of the Properties and to refer to Broker all inquiries of anyone interested in the Properties; provided, however, Owners have the right, in

their sole discretion, to initiate discussions with any prospective purchaser and conduct all negotiations with prospective purchasers.

Broker shall comply with all statutes, regulations, ordinances, judicial decisions and other governmental requirements applicable to any activities which Broker performs in furtherance of this Agreement. The parties acknowledge that it is illegal for either Owners or Broker to refuse to display Properties to or to sell Properties to any person because of the person's race, color, religion, national origin, sex or physical disability. Owners and Broker agree that the Properties will be offered in compliance with all applicable anti-discrimination laws.

Broker acknowledges that it is an independent contractor to Owners, and Broker hereby agrees to hold harmless, indemnify, and defend Owners from any and all loss, liability, damages, reasonable costs or expenses, including legal fees and disbursements to the extent resulting from claims by third parties based upon the conduct or representations of any kind by Broker or its agents that are negligent or willful, are in breach of this Agreement or exceed the scope of Brokers' authority hereunder. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

Owners make no representations regarding the conditions of the Properties including, but not limited to, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances or underground storage tanks, in, on, or about the Properties.

Each Owner represents that it is the owner of its respective Property.

Owners shall have no responsibility for providing workmen's compensation insurance or any other type of insurance for the employees or agents of Broker who are engaged in the performance of this Agreement. Broker shall maintain in full force and effect during the term of this Agreement, Worker's Compensation Insurance and Employer's Liability Insurance in amounts and form to meet all applicable statutory requirements, and such other insurance required by applicable law for its employees and agents. Broker shall also carry Commercial General Liability Insurance (including Contractual Liability) and Comprehensive Crime Insurance and such other policies of insurance and in such amounts as are generally carried by real estate brokers similarly engaged as Broker. All policies of insurance provided for in this Section shall be in form and with reputable insurance companies, and with respect to Commercial General Liability Insurance, such policy shall cover Owners as an additional insureds along with Broker.

Each signatory to this Agreement has full authority to sign this Agreement on behalf of the party for whom he or she signs and agrees that this Agreement binds such party.

This Agreement constitutes the entire Agreement between Owners and Broker and supersedes all prior discussions, negotiations and Agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owners and Broker. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

All notices under this Agreement shall be in writing and either hand-delivered (and accepted in writing by the recipient), sent by registered mail or certified mail, return receipt requested or by recognized overnight courier service to the following addresses:

Notice to Owners:

LeFever Mattson
c/o Development Specialists, Inc.
333 S. Grand Avenue, Suite 4100
Los Angeles, CA 90071-1544
Attn: Bradley D. Sharp

Notice to Broker:

Marcus & Millichap
2626 Hanover Street
Palo Alto, CA 94304
Attn: Ramon Kochavi

Redress for any claims against any Owner under this Agreement shall only be made against such Owner to the extent of each Owner's interest in its respective Property. The obligations of Owners under this agreement shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, the general partners thereof or any beneficiaries, stockholders, employees or agents of Owners. In no event will Owners or Broker be liable for any consequential, punitive, indirect or special damages.

This Agreement shall be governed by the law of the state of California.

By signing below, you represent and warrant that you have full authority to sign this agreement on behalf of the party for whom you sign it and that this Agreement binds such party. Signatures to this Agreement transmitted by telecopy or electronic signatures shall be valid and effective to bind the party so signing. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and same agreement. THE PARTIES HERETO CONSENT AND AGREE THAT THIS AGREEMENT MAY BE SIGNED USING ELECTRONIC SIGNATURE TECHNOLOGY (E.G., VIA DOCSIGN OR SIMILAR ELECTRONIC SIGNATURE TECHNOLOGY), AND THAT SUCH SIGNED ELECTRONIC RECORD SHALL BE VALID AND AS EFFECTIVE TO BIND THE PARTY SO SIGNING AS A PAPER COPY BEARING SUCH PARTY'S HAND-WRITTEN SIGNATURE.

We sincerely appreciate the opportunity to serve you. Please indicate your agreement to the foregoing by signing and returning a fully executed copy of this Agreement.

//

Very truly yours,

Marcus & Millichap Real Estate Investment Services, Inc.,
a California corporation

By:  DocuSigned by:
Ramon Kochavi
Name, Title: First Vice President
C3082F35E43040D...

Date: 2/6/2025 | 10:12:56 PST

Read, Acknowledged, Agreed:

LEFEVER MATTSON,
a California corporation, and affiliates listed on Schedule A

By: 
Name: Bradley D. Sharp
Title: Chief Restructuring Officer of the Owners

Date: 06/02/25

SCHEDULE A**OWNER ENTITIES, PROPERTIES AND ASSIGNED AGENTS**

Name	Ownership	Address	City	Asset Type	M&M Agent/Team
Gold Oak Apartments	Red Oak, LP	3310-3336 Cimarron	Cameron Park	Multifamily	DeLoney Group
Carmichael Apartments	Red Cedar Tree, LP	5800 Engle Rd	Carmichael	Multifamily	DeLoney Group
Shelfield Apartments	Scotch Pine, LP	5800 Fair Oaks Blvd	Carmichael	Multifamily	DeLoney Group
Walnut Crest Apartments	Chestnut Oak, LP	3217 Walnut Ave	Carmichael	Multifamily	DeLoney Group
1621 Hood Rd	Cambria Pines, LP	1621 Hood Rd	Sacramento	Multifamily	DeLoney Group
Country Glen Apartments	Monterey Pine, LP	7575 Power Inn Rd	Sacramento	Multifamily	DeLoney Group
Courtyard Cottages	Red Mulberry Tree, LP	7337 Power Inn Rd	Sacramento	Multifamily	DeLoney Group
Broadway Street Apartments	Red Oak Tree, LP	905 Broadway St	Fairfield	Multifamily	Garrett / Holmquist
Dana Drive Apartments	Bur Oak, LP	1190 Dana Dr	Fairfield	Multifamily	Garrett / Holmquist
Tradewinds Apartments	Willow Oak, LP	1189 Dana Dr	Fairfield	Multifamily	Garrett / Holmquist
Jackson Street Apartments	Red Oak Tree, LP	500 Jackson St	Fairfield	Multifamily	Garrett / Holmquist
Marpel Apartments	Red Oak Tree, LP	Carpenter & Washington St	Fairfield	Multifamily	Garrett / Holmquist
830 Illinois Street #1-4	LeFever Mattson	830 Illinois Street #1-4	Fairfield	Multifamily	Garrett / Holmquist
Napa Elm Townhomes	Tradewinds Apartments LP	1050 Elm St	Napa	Multifamily	Garrett / Holmquist
830-848 Studley St	Sienna Pointe, LLC	830-848 Studley St	Sonoma	Multifamily	Garrett / Holmquist
1161-1167 Broadway	Ginko Tree LP / Buckeye LP	1161-1167 Broadway	Sonoma	Multifamily	Garrett / Holmquist
170 - 182 1st Street East	River Birch, LP	170 - 182 First St. E	Sonoma	Multifamily	Garrett / Holmquist
222-226 W. Spain	RT Capitol Mall, LP	222-226 W. Spain	Sonoma	Multifamily	Garrett / Holmquist
17700 Highway 12	Fire Tree II, LP	17700 Sonoma Highway	Sonoma	Multifamily	Garrett / Holmquist
18585 Manzanita Road	Fire Tree I, LP	18585 Manzanita Road	Sonoma	Residential	Garrett / Holmquist
Vaca Villa Apts	Windscape Apartments, LLC	370 Butcher Rd	Vacaville	Multifamily	Garrett / Holmquist
Vaca Villa Apts (adjacent parcels)	Windscape Apartments, LLC	280 Butcher Road	Vacaville	Multifamily	Garrett / Holmquist
Vaca Villa Apts (adjacent parcels)	Windscape Apartments, LLC	310/312 Butcher Road	Vacaville	Multifamily	Garrett / Holmquist
Vaca Villa Apts (adjacent parcels)	Windscape Apartments, LLC	350 Butcher Road	Vacaville	Multifamily	Garrett / Holmquist

Name	Ownership	Address	City	Asset Type	M&M Agent/Team
Sharis Apartments	Foxtail Pine, LP	453 A Fleming Ave E	Vallejo	Multifamily	Garrett / Holmquist
Salvio Pacheo Square	Autumnwood, LP, Pinewood Cond, LP & Vaca., LP	2151 Salvio Street	Concord	Commercial/Mixed Use	Mason Team
2280 Bates	Watertree I, LP / Nut Pine, LP	2280 Bates Ave	Concord	Commercial	Mason Team
Commerce Court	Nut Pine, LP	103/105 Commerce Court	Fairfield	Commercial/Industrial	Mason Team
802 Studley St	Sienna Pointe, LLC	802 Studley St	Sonoma	Commercial Retail	Mason Team
DeWitts Tire / Home	Sienna Pointe, LLC	801 W. Napa St	Sonoma	Commercial Retail	Mason Team
Duggan's Mission Chapel	Wandscape Apartments, LLC	525 W. Napa St.	Sonoma	Commercial	Mason Team
Coco Planet	RT Capitol Mall, LP	921 Broadway	Sonoma	Commercial	Mason Team
Broadway Maple	Ginko Tree LP / Buckeye LP	635 Broadway	Sonoma	Commercial Office	Mason Team
Broadway Maple	Ginko Tree LP / Buckeye LP	645-651 Broadway/10 Maple St	Sonoma	Commercial/Office	Mason Team
925-927 Broadway Street	Sienna Pointe, LLC	925-927 Broadway Street	Sonoma	Commercial/Retail	Mason Team
20490 Broadway	Sienna Pointe, LLC	20490 Broadway	Sonoma	Commercial	Mason Team
Broadway Office	Ginko Tree LP / Buckeye LP	1151 Broadway	Sonoma	Commercial Office	Mason Team
16721 Sonoma Highway	Buckeye Tree LP	16721 Sonoma Highway	Sonoma	Commercial	Mason Team
18580 Highway 12 (Danish and Donuts)	Fire Tree II, LP	18580 Sonoma Highway	Sonoma	Commercial	Mason Team
446-462 W. Napa	Wandscape Apartments, LLC	446-462 W. Napa	Sonoma	Commercial	Mason Team
The Shops at Golden Hills	RT Golden Hills, LP	941-1017 Alamo Dr.	Vacaville	Commercial/Retail	Mason Team
Allison Parkway	Wandscape Apartments, LLC	4950, 4960, 4970 Allison Pkwy	Vacaville	Industrial Warehouse	Mason Team
Woodcreek Plaza	Wandscape Apartments, LLC	7456 Foothills Blvd	Roseville	Commercial/Retail	Nelson
Riverview Shopping Center	Riverview Shopping Center I, LLC / Riverview Shopping Center II, LLC	9415-9471 N Fort Washington Rd	Fresno	Commercial/Retail	Nelson
Tank House Farms Meat Processing	Sienna Pointe, LLC	23250 Maffei Road	Sonoma	Industrial	Mason Team
967 Broadway Street	Sienna Pointe, LLC	967 Broadway Street	Sonoma	Office	Mason Team

ASSIGNED AGENTS

Mason Team

- Mark Mason, Senior Vice President - 00971464
- Vince Schwab, Executive Managing Director - 00840133
- Quentin Caruso, Senior Associate – 02074286
- Evan Rose, Senior Associate - 01957217

Garrett/Holmquist

- Jon Holmquist, Senior Managing Director - 01257479
- John Garrett, First Vice President Investments - 01421403

DeLoney Group

- Tony DeLoney, Senior Managing Director Investments – 01920427
- Dusty Haeling, First Vice President Investments – 01292212
- David DeLoney, First Vice President Investments – CA: 02045150

Nelson

- Edward Nelson, Senior Vice President Investments – 01452610
- Wyatt Figueroa, Associate – 02071851

Hefner

- Mark Hefner, Senior Vice President Investments – CA: 00823945

SCHEDULE B

Price Per Transaction	Maximum Transaction Commission	Broker Assigned Agents Listing Commission - No Buyer's Broker (75%)	Broker Assigned Agents Listing Commission - w/ Buyer's Broker (50%)	Buyer's Broker Commission (50%)
0 - 3 mil	5.00%	3.75%	2.50%	2.50%
3 - 6 mil	3.50%	2.63%	1.75%	1.75%
6 – 8 mil	3.00%	2.25%	1.50%	1.50%
8 - 10 mil	2.50%	1.88%	1.25%	1.25%
10 – 15 mil	1.50%	1.13%	0.75%	0.75%
15 mil +	1.00%	0.75%	0.50%	0.50%

FIRST AMENDMENT TO BROKER LISTING AGREEMENT

THIS FIRST AMENDMENT TO BROKER LISTING AGREEMENT (this “**Amendment**”) is made and entered into as of April 8, 2025 (the “**Effective Date**”), by and between LeFever Mattson, a California corporation, and affiliates listed on Schedule “A” of the Agreement (defined below) (collectively, “**Owners**”), and Marcus & Millichap Real Estate Investment Services, Inc., a California corporation (“**Broker**”).

RECITALS

- A. Broker and Owners are parties to that certain Broker Listing Agreement dated as of February 5, 2025 (the “**Agreement**”). Pursuant to the Agreement, Owners selected Broker to represent Owners in connection with the sale of the properties referenced on the property and ownership schedule attached to the Agreement as Schedule “A.”.
- B. Broker and Owners mutually desire that the Agreement be amended on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker and Owners agree as follows:

1. **Amendment.**

- 1.1 **New Owner and Property.** Effective as of the Effective Date, Broker and Owners agree that the following Property and Owner are added to the Property Schedule attached to the Agreement as Schedule “A”:

Property	Owner	Address	Asset Type	M&M Agent/Team
Ceres West Mobile Home Park	Valley Oak Investments, LP	2030 E Grayson Road, Ceres, CA 95307	Multifamily	Frank Rogers and Peter Alimam

- 1.2 **Commission.** Notwithstanding anything to the contrary contained in Schedule “B” to the Agreement, in the event of a Closing of a Sale of the new Property listed in Section 1.1 above, Broker’s commission for its services under the Agreement for the new Property listed in Section 1.1 above shall be determined in accordance with the following schedule:

Price	Maximum Transaction Commission	Broker Assigned Agents Listing Commission - No Buyer’s Broker	Broker Assigned Agents Listing Commission - w/ Buyer’s Broker	Buyer’s Broker Commission
Any sale price	4.00%	2.75%	2.0%	2.0%

2. **Miscellaneous.**

- 2.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

- 2.2 Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. The

capitalized terms used in this Amendment shall have the same definitions as set forth in the Agreement to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

2.3 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

2.4 This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. THE PARTIES HERETO CONSENT AND AGREE THAT THIS AMENDMENT MAY BE SIGNED AND/OR TRANSMITTED BY FACSIMILE, E-MAIL OF A .PDF DOCUMENT OR USING ELECTRONIC SIGNATURE TECHNOLOGY (E.G., VIA DOCUSIGN OR SIMILAR ELECTRONIC SIGNATURE TECHNOLOGY), AND THAT SUCH SIGNED ELECTRONIC RECORD SHALL BE VALID AND AS EFFECTIVE TO BIND THE PARTY SO SIGNING AS A PAPER COPY BEARING SUCH PARTY'S HAND-WRITTEN SIGNATURE. THE PARTIES FURTHER CONSENT AND AGREE THAT (1) TO THE EXTENT A PARTY SIGNS THIS AMENDMENT USING ELECTRONIC SIGNATURE TECHNOLOGY, BY CLICKING "SIGN", SUCH PARTY IS SIGNING THIS AMENDMENT ELECTRONICALLY, AND (2) THE ELECTRONIC SIGNATURES APPEARING ON THIS AMENDMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

IN WITNESS WHEREOF, Broker and Owners have entered into and executed this Amendment as of the date first written above.

OWNER:

**LEFEVER MATTSON,
a California corporation, on behalf of
Valley Oak Investments, LP**

DocuSigned by:

By: Bradley D. Sharp
Name: Bradley D. Sharp
Title: Chief Restructuring Officer of Owners
Dated: CRO, 2025

BROKER:

Marcus & Millichap Real Estate Investment Services, Inc., a California corporation

DocuSigned by:

By: Ramon Kochavi
Name: Ramon Kochavi
Title: First Vice President
Dated: 4/9/2025 | 10:43:01 PDT, 2025

THIRD AMENDMENT TO BROKER LISTING AGREEMENT

THIS THIRD AMENDMENT TO BROKER LISTING AGREEMENT (this “**Amendment**”) is made and entered into as of July 30, 2025 (the “**Effective Date**”), by and between LeFever Mattson, a California corporation, and affiliates listed on Schedule “A” of the Agreement (defined below) (collectively, “**Owners**”), and Marcus & Millichap Real Estate Investment Services, Inc., a California corporation (“**Broker**”).

RECITALS

- A. Broker and Owners are parties to that certain Broker Listing Agreement dated as of February 5, 2025 (the “**Agreement**”). Pursuant to the Agreement, Owners selected Broker to represent Owners in connection with the sale of the properties referenced on the property and ownership schedule attached to the Agreement as Schedule “A.”
- B. Broker and Owners subsequently amended the Agreement pursuant to that certain First Amendment to Broker Listing Agreement, dated as of April 8, 2025, and that certain Second Amendment to Broker Listing Agreement, dated as of May 2, 2025.
- C. Broker and Owners mutually desire that the Agreement be further amended on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker and Owners agree as follows:

1. **Amendment.**

- 1.1 **New Owner and Property.** Effective as of the Effective Date, Broker and Owners agree that the following Property and Owner are added to the Property Schedule attached to the Agreement as Schedule “A”:

Property	Owner	Address	Asset Type	M&M Agent/Team
Single Family Residence / 5 Acres of Land	LeFever Mattson	4920 Samo Lane, Fairfield, California	Single Family Residence / Land	Mark Mason

- 1.2 **Commission.** Notwithstanding anything to the contrary contained in Schedule “B” to the Agreement, in the event of a Closing of a Sale of the new Property listed in Section 1.1 above, Broker’s commission for its services under the Agreement for the new Property listed in Section 1.1 above shall be determined in accordance with the following schedule:

Price Per Transaction	Maximum Transaction Commission	Broker Assigned Agents Listing Commission - No Buyer's Broker (75%)	Broker Assigned Agents Listing Commission - w/ Buyer's Broker (50%)	Buyer's Broker Commission (50%)
0 - 3 mil	5.00%	3.75%	2.50%	2.50%
3 - 6 mil	3.50%	2.63%	1.75%	1.75%
6 – 8 mil	3.00%	2.25%	1.50%	1.50%
8 - 10 mil	2.50%	1.88%	1.25%	1.25%
10 – 15 mil	1.50%	1.13%	0.75%	0.75%
15 mil +	1.00%	0.75%	0.50%	0.50%

1.3 **Term.** Subject to Owners' termination rights as set forth in the Agreement, the Agreement shall now expire 180 days from the date of this Amendment.

2. **Miscellaneous.**

2.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

2.2 Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Agreement to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

2.3 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

2.4 This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. THE PARTIES HERETO CONSENT AND AGREE THAT THIS AMENDMENT MAY BE SIGNED AND/OR TRANSMITTED BY FACSIMILE, E-MAIL OF A .PDF DOCUMENT OR USING ELECTRONIC SIGNATURE TECHNOLOGY (E.G., VIA DOCUSIGN OR SIMILAR ELECTRONIC SIGNATURE TECHNOLOGY), AND THAT SUCH SIGNED ELECTRONIC RECORD SHALL BE VALID AND AS EFFECTIVE TO BIND THE PARTY SO SIGNING AS A PAPER COPY BEARING SUCH PARTY'S HAND-WRITTEN SIGNATURE. THE PARTIES FURTHER CONSENT AND AGREE THAT (1) TO THE EXTENT A PARTY SIGNS THIS AMENDMENT USING ELECTRONIC SIGNATURE TECHNOLOGY, BY CLICKING "SIGN", SUCH PARTY IS SIGNING THIS AMENDMENT ELECTRONICALLY, AND (2) THE ELECTRONIC SIGNATURES APPEARING ON THIS AMENDMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

IN WITNESS WHEREOF, Broker and Owners have entered into and executed this Amendment as of the date first written above.

OWNER:

**LEFEVER MATTSON,
a California corporation**

By: 

Name: Bradley D. Sharp
Title: Chief Restructuring Officer of Owners
Dated: July 30, 2025

BROKER:

Marcus & Millichap Real Estate Investment Services, Inc., a California corporation

By: 

Name: Ramon Kochavi
Title: First Vice President
Dated: 7/31/2025 | 12:05:58 PDT, 2025

Amended Schedule A

Third Amended Listing Agreement

Common Name	APN	Ownership	Address	City	Asset Type	M&M Agent/Team
Gold Oak Apartments	116-311-001; 116-311-002; 116-311-003	Red Oak, LP	3310-3336 Cimmarron Road	Cameron Park	Multifamily	DeLoney Team
Carmichael Apartments	258-0180-043	Red Cedar Tree, LP	5800 Engle Road	Carmichael	Multifamily	DeLoney Team
Sheffield Apartments	283-0050-034	Scotch Pine, LP	5800 Fair Oaks Boulevard	Carmichael	Multifamily	DeLoney Team
Walnut Crest Apartments	271-0313-030	Chestnut Oak, LP	3217 Walnut Avenue	Carmichael	Multifamily	DeLoney Team
LIV1621	285-0021-009; 285-0021-010	Cambria Pine, LP	1621 Hood Road	Sacramento	Multifamily	DeLoney Team
Country Glen Apartments	051-0200-093; 051-0467-052	Monterey Pine, LP	7575 Power Inn Road	Sacramento	Multifamily	DeLoney Team
Courtyard Cottages	051-0231-014; 051-0231-016; 051-0231-015	Red Mulberry Tree, LP	7337 Power Inn Road	Sacramento	Multifamily	DeLoney Team
Broadway Street Apartments	0030-282-190	Red Oak Tree, LP	905 Broadway Street	Fairfield	Multifamily	Garrett / Holmquist
Dana Drive Apartments	0033-042-400	Bur Oak, LP	1190 Dana Drive	Fairfield	Multifamily	Garrett / Holmquist
Tradewinds Apartments	0033-042-300	Willow Oak, LP	1189 Dana Drive	Fairfield	Multifamily	Garrett / Holmquist
Jackson Street Apartments	0030-244-130	Red Oak Tree, LP	500 Jackson Street	Fairfield	Multifamily	Garrett / Holmquist
Marpel Apartments	0030-152-010	Red Oak Tree, LP	501-523 Carpenter Street	Fairfield	Multifamily	Garrett / Holmquist
830 Illinois Street #1-4	0030-312-100	LeFever Mattson	830 Illinois Street #1-4	Fairfield	Multifamily	Garrett / Holmquist
Napa Elm Townhomes	005-123-013	Pinecone, LP	1050 Elm Street	Napa	Multifamily	Garrett / Holmquist
830-848 Studley Street	018-443-022	Sienna Pointe, LLC	830-848 Studley Street	Sonoma	Multifamily	Garrett / Holmquist
The Broadway	128-181-029	Ginko Tree, LP / Buckeye Tree, LP	1161-1167 Broadway	Sonoma	Multifamily	Garrett / Holmquist
Le French Quarter	092-010-014; 092-010-015	River Birch, LP	170 - 182 First Street East	Sonoma	Multifamily	Garrett / Holmquist
222-226 West Spain Street	018-151-005	RT Capitol Mall, LP	222-226 West Spain Street	Sonoma	SF + Duplex	Garrett / Holmquist
17700 Highway 12	056-303-025	Firetree III, LP	17700 Sonoma Highway	Sonoma	Multifamily	Garrett / Holmquist
18585 Manzanita Road	056-501-036	Firetree I, LP	18585 Manzanita Road	Sonoma	Multifamily	Garrett / Holmquist
Vaca Villa Apts	127-070-310	Windscape Apartments, LLC	370 Butcher Road	Vacaville	Multifamily	Garrett / Holmquist
Vaca Villa Apts (adjacent parcels)	127-070-410	Windscape Apartments, LLC	280 Butcher Road	Vacaville	Land	Garrett / Holmquist
Vaca Villa Apts (adjacent parcels)	127-070-410	Windscape Apartments, LLC	280 Butcher Road	Vacaville	Land	Garrett / Holmquist
Vaca Villa Apts (adjacent parcels)	127-070-410	Windscape Apartments, LLC	280 Butcher Road	Vacaville	Land	Garrett / Holmquist
Sharis Apartments	0069-222-010; 0069-222-020	Foxtail Pine, LP	453 A Fleming Avenue East	Vallejo	Multifamily	Garrett / Holmquist
LM Property Management Office	229-0180-013	LeFever Mattson; Mark Bennett (non-debtor)	6359 Auburn Boulevard	Citrus Heights	Office	Hefner Team
Savio Pacheco Square	112-137-017-3	Autumn Wood 1, LP, Pinewood Condominiums, LP & Vaca Villa	2151 Salvio Street	Concord	Mixed Use (Office & Retail)	Mason Team
2280 Bates Avenue	159-070-015-700	Watertree I, LP / Nut Pine, LP	2280 Bates Avenue	Concord	Mixed Use (Industrial & Retail)	Mason Team
Commerce Court	0044-090-490; 0044-090-500	Nut Pine, LP	103/105 Commerce Court	Fairfield	Industrial	Mason Team
802 Studley Street	018-443-011	Sienna Pointe, LLC	802 Studley Street	Sonoma	SFR	Mason Team
DeWitts Tire / Home	018-443-011	Sienna Pointe, LLC	801 West Napa Street	Sonoma	Retail	Mason Team
Duggan's Mission Chapel	018-530-054	Windscape Apartments, LLC	525 West Napa Street	Sonoma	Mixed Use (Retail & MF)	Mason Team
Coco Planer	128-082-011	RT Capitol Mall, LP	921 Broadway	Sonoma	Office	Mason Team
635 Broadway	018-301-010	Ginko Tree, LP / Buckeye Tree, LP	635 Broadway	Sonoma	Office	Mason Team
Broadway Square	018-301-009	Ginko Tree, LP / Buckeye Tree, LP	645-651 Broadway/10 Maple Street	Sonoma	Office	Mason Team
925-927 Broadway Street	128-082-015	Sienna Pointe, LLC	925-927 Broadway	Sonoma	Retail	Mason Team
20490 Broadway (Artefact)	128-262-003	Sienna Pointe, LLC	20490 Broadway	Sonoma	Mixed Use (Retail & MF)	Mason Team
Broadway Office	128-181-028	Ginko Tree, LP / Buckeye Tree, LP	1151 Broadway	Sonoma	Office	Mason Team
16721 Sonoma Highway	056-562-020	Buckeye Tree, LP	16721 Sonoma Highway	Sonoma	Mixed Use (Retail & SFR)	Mason Team
18580 Highway 12 (Danish and Donuts)	056-501-059	Firetree III, LP	18580 Sonoma Highway	Sonoma	Retail	Mason Team
8th Street Warehouse Complex (Sojourn Cellars Office and Warehouse)	128-381-028	River Birch, LP; Risa J. Meyer (non-debtor)	21885, 21881, 21889 8th Street East	Sonoma	Industrial	Mason Team
446-462 West Napa Street	018-193-041	Windscape Apartments, LLC	446 West Napa Street	Sonoma	Office	Mason Team
446-462 West Napa Street	018-193-040	Windscape Apartments, LLC	446 West Napa Street	Sonoma	Office	Mason Team
The Shops at Golden Hills	0127-080-570; 0127-080-340	Windscape Apartments, LLC	446 West Napa Street	Sonoma	Office	Mason Team
Allison Parkway	0133-330-020; 0133-330-030; 0133-330-040	Windscape Apartments, LLC	4950-4970 Allison Parkway	Vacaville	Industrial	Mason Team
Woodcreek Plaza	477-100-031	Windscape Apartments, LLC	7456 Foothills Boulevard	Roseville	Retail	Nelson Team
Riverview Shopping Center (and Retail Pad)	401-830-01; 401-830-02; 401-830-03; 401-830-04; 401-830-05; 401-830-06; 401-830-07; 401-830-08; 401-830-09; 401-830-10	River View Shopping Center 1, LLC; River View Shopping Center 2, LLC	9407; 9415-9471 North Fort Washington Road	Fresno	Retail	Nelson Team
Tank House Farms Meat Processing	128-461-009; 128-471-012	Sienna Pointe, LLC	23250 Maffei Road	Sonoma	Land/Retail/Mobile Home	Mason Team
967 Broadway Street	128-690-009	Sienna Pointe, LLC	967 Broadway	Sonoma	Office	Mason Team
Ceres West Mobile Home Park	041-032-023	Valley Oak Investments, LP	2030 E Grayson Road	Ceres	Mobile Home Park	Rogers & Alimam
520 Capitol Mall	006-0146-031	Sienna Pointe, LLC	520 Capitol Mall	Sacramento	Office	Hefner Team
4920 Samo Lane	0174-010-090	LeFever Mattson	4920 Samo Lane	Fairfield	Land	Mason Team